

- d. Provide timely information to **Lowndes County** pertaining to quarterly performance reports.
- e. Verify appropriate expenditures and submit invoices from local community food bank, food pantry, or rural health care facility to **Lowndes County** for approval of payment processing.
- f. Assist, as requested, **Lowndes County** recapture award funding in circumstances where a local community food bank, food pantry, or rural health care facility has received funds derived from insurance, Federal Emergency Management Agency or the Small Business Association or any other source, and whether such amounts are a duplication of benefits.

### **III. General Terms & Conditions**

1. **Lowndes County** and the **Valdosta-Lowndes County Industrial Authority** agree to perform their respective services in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules, regulations, and orders of federal, state, and local governments, including order of any court of competent jurisdiction.
2. **Lowndes County** and the **Valdosta-Lowndes County Industrial Authority** agree to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the services to be performed under this Agreement.
3. **Lowndes County** and the **Valdosta-Lowndes County Industrial Authority** agree they and their respective employees, agents, subcontractors, and assigns, will cooperate fully in the defense of any litigation brought against **Lowndes County** and the **Valdosta-Lowndes County Industrial Authority** relating to the work to be performed under this Agreement, and each party shall give the other prompt notice of any claim, demand, suit or proceeding.
4. This Agreement shall be effective as of November 9, 2021, and shall continue in full force and effect until January 31, 2024, unless such period is extended by mutual agreement of the parties in writing. **Lowndes County** and the **Valdosta-Lowndes County Industrial Authority** shall have the right to terminate this Agreement at any time for their convenience, with thirty (30) calendar days prior written notice to the other party.
5. The parties recognize and agree it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertaking described herein, and the parties agree to cooperate fully in